

**AGREEMENT
BETWEEN KENYON & KENYON AND CHARLES R. BRAINARD**

THIS AGREEMENT, effective as of October 1, 2002, is made by and between the firm of KENYON & KENYON (herein "THE FIRM"), having its principal office and place of business at One Broadway, New York, New York 10004, and CHARLES R. BRAINARD (herein "BRAINARD", unless otherwise noted),

THE FIRM and BRAINARD are jointly referred to in this Agreement as "The Parties."

WHEREAS, under the terms of the Continuing Firm Agreement effective October 1, 1996, BRAINARD will withdraw as an equity partner of THE FIRM effective October 1, 2003.

WHEREAS THE FIRM acknowledges that BRAINARD will withdraw as an equity partner of THE FIRM on the terms and conditions stated in this Agreement.

NOW THEREFORE, in consideration of their mutual undertakings set forth in this Agreement, the Parties agree as follows;

1. Withdrawal Date and Settlement of Accounts under Continuing Firm Agreement

(a). Effective September 30, 2003, pursuant to the Continuing Firm Agreement, BRAINARD will withdraw as an equity partner of THE FIRM. As consideration for the payment to BRAINARD by THE FIRM of the amounts stated in this Agreement, and as a complete settlement of all monies due to him under the Continuing Firm Agreement and any prior Firm Agreements, BRAINARD, to the extent it is consistent with this Agreement, hereby assigns to THE FIRM, effective October 1, 2003,

2. Payment to BRAINARD

(a). Payment will be made by THE FIRM to BRAINARD pursuant to the provisions of the Continuing Firm Agreement and this Agreement. THE FIRM shall pay to BRAINARD or his estate, in the manner described below, BRAINARD's entire interest in the Assets of THE FIRM as of September 30, 2003, including his _____, Memo Account, _____ and all other sums, that are owed to BRAINARD as defined in paragraph 4 of the Continuing Firm Agreement. THE FIRM will pay to BRAINARD or his estate, _____ and the Memo Account portion of the monies due him in equal installments of _____ and of Memo Account monies, until the _____ is paid, bi-monthly over a period of five (5) years, beginning on or about October 15, 2003, until the full amount is paid, in the manner and subject to the limitations and possible modifications contained in the Continuing Firm Agreement.

3. Releases

Subject to the terms and conditions set forth in this Agreement, and in consideration of entering into this Agreement, THE FIRM releases BRAINARD and his estate and BRAINARD and his estate release THE FIRM and any of its predecessor firms from all obligations owed by one to the other of any kind or nature except for those relating to breaches of the Continuing Firm Agreement or any prior firm Agreements, breaches of this Agreement and any claims of malpractice against any firm of which BRAINARD was a member.

4. Confidentiality

It is expressly agreed by BRAINARD that this Agreement, and the terms and conditions of this Agreement, will be maintained in confidence and not be disclosed to anyone except to any tax or legal advisor or in response to any administrative, judicial, or governmental authority or a written consent for disclosure by BRAINARD from KENYON & KENYON.

AGREED TO AND ACCEPTED BY:

KENYON & KENYON

By: Robert Nbi
Partner

Date: 9/5/03

CHARLES R. BRAINARD

Charles R. Brainard

Date: 9/5/03